



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 5, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 October 5, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
THE COUNTY OF LOS ANGELES FOR THE INSTALLATION AND MAINTENANCE OF
UPS EQUIPMENT AT THE MOUNT LUKENS AND
SAN PEDRO HILL FACILITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The proposed agreement will grant the County of Los Angeles, its employees, agents, and contractors the right of entry in and to the Mount Lukens and San Pedro Hill properties for the limited purpose of installation and maintenance of Uninterruptible Power Supply Systems and related equipment.

RECOMMENDATION THAT YOUR BOARD:

1. Delegate to the Chief Executive Officer the authority to finalize and execute the agreement in substantially the same form as the attached draft.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the attached agreement will authorize the County of Los Angeles' (County) staff to work with the City of Los Angeles (City) to upgrade and improve the reliability of the backup power systems at the Mount Lukens and San Pedro Hill radio transmission sites, facilities that are critical to the future deployment of the Los Angeles Regional Interoperable Communications System (LA-RICS).

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Background

The LA-RICS Authority has issued a Request for Proposal (RFP) for a new communications system that will support first responders in the region. The Authority is currently evaluating vendor responses to the RFP and expects to have a completed agreement in place with the successful vendor by the summer of 2011.

More than \$100 million has been allocated in grant funds from the Homeland Security Grant Program and Urban Area Security Initiative Programs for LA-RICS; however, certain portions of the funds must be utilized by grant expiration dates that occur before the selected vendor is expected to be under contract. Consequently, the City and County are using funds from expiring grants to proactively upgrade and prepare sites and facilities for the new system.

Each communications site has an Uninterruptible Power Supply (UPS) System that protects critical electronic components by filtering commercial electrical power and providing backup power to the system. The current systems at Mount Lukens and San Pedro Hill are more than 12-years-old and require upgrades to handle the additional load that will be generated by LA-RICS. The attached agreement will allow the County to use previously approved grant funds to upgrade the UPS systems at Mount Lukens and San Pedro Hill.

Green Building/Sustainable Design Program

The scope of these projects does not support your Board's Sustainable Design Program, but the projects are necessary to support the systems that will be deployed as part of LA-RICS.

Implementation of Strategic Plan Goals

These projects support Goal 5 – Public Safety of the Countywide Strategic Plan by providing critical infrastructure that will help improve public safety communications throughout the region.

FISCAL IMPACT/FINANCING

The UPS upgrade at Mount Lukens is expected to cost \$439,000 and the San Pedro Hill upgrade is expected to be \$311,000. These projects are funded entirely with grant funding from the Office of Homeland Security through the State Office of Homeland Security. On February 19, 2008, your Board accepted the funding for these projects as part of a larger \$19,320,000 award from the Office of Homeland Security through the State Office of Homeland Security.

The Honorable Board of Supervisors
October 5, 2010
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There is no impact nor net County cost. In addition, upon completion of the UPS upgrades, there will be no impact to the County operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These projects will be constructed under a Board-approved Job Order Contract. The attached draft agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The projects are categorically exempt under the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines, Section 15302 (b), and the County Environmental Documentation Reporting Procedures and Guidelines, Class 2 (a), adopted by your Board on November 17, 1987, because they involve the repair, rehabilitation, or replacement of existing deteriorated facilities with negligible or no expansion of existing use and direct replacement of existing dormitories.

The Internal Services Department will file the required Notice of Exemption for the projects as required by CEQA.

IMPACT ON CURRENT SERVICES (PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:JAW
SW:cc

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

**AGREEMENT
FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF
UNINTERRUPTABLE POWER SOURCE SYSTEM EQUIPMENT
AT SAN PEDRO HILL AND MOUNT LUKENS FACILITIES
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES**

RECITALS

WHEREAS, the City of Los Angeles ("City") is a tenant at two separate real property locations commonly referred to as San Pedro Hill and Mount Lukens as further described in attachments 1, 2, 3, and 4 hereto. The San Pedro Hill facility is owned by the Federal Aviation Administration ("FAA") and the Mount Lukens site is owned by the United States of America's Forest Service, Department of Agriculture ("Forest Service"). The City's current lease with the FAA is set to expire by the terms of the lease agreement, on September 30, 2012. The City's Department of Water and Power lease agreement with Forest Service is set to expire under the terms of the lease agreement with Forest Service on December 31, 2018.

WHEREAS, the Los Angeles Police Department (LAPD), Los Angeles Fire Department ("LAFD"), Los Angeles Sheriff's Department ("LASD"), Los Angeles County Fire Department ("LACFD"), the Los Angeles Regional Interoperable Communications System ("LARICS"), and numerous other law enforcement agencies rely on the Southern California's regional emergency communications network of which the City leased San Pedro Hill and Mount Lukens facilities are an important part.

WHEREAS, the City of Los Angeles ("City") and County of Los Angeles ("County") have determined it to be in their mutual interests, and in the general interest of Southern California area law enforcement agencies, to ensure continuous operation of the City leased San Pedro Hill and Mount Lukens facilities in the event of a power outage or other emergency situation;

WHEREAS, County and City agree it is in their mutual best interests, and that of the southern California region, that County be given access to these properties to permit County to procure, install, repair and maintain an upgraded uninterruptable power source ("UPS") system and related equipment, including batteries, at the San Pedro Hill and Mount Lukens facilities.

NOW THEREFORE, and in consideration of the above recitals which are incorporated herein and of the covenants contained herein, City hereby agrees to grant to County and/or its employees, agents and contractors a revocable right of entry in and to the San Pedro Hill and Mount Lukens properties for the limited purpose of providing the goods and services outlined in this Agreement relating to the procurement, installation, repair and/or maintenance of UPS system and related equipment, including batteries, at said facilities. By signing this Agreement, both City and County, and/or their employees, contractors, and agents, agree to adhere to the guidelines and requirements set forth in this Agreement as well as any other applicable laws, rules, statutes or ordinances.

I. ACCESS TO THE SAN PEDRO HILL AND MOUNT LUKENS SITES

Access to City Controlled Property: City hereby grants to County, and/or its employees, agents and contractors, a limited, temporary, revocable and non-exclusive right of ingress and egress through and across City controlled portions of the San Pedro Hill and Mount Lukens facilities for the narrow purpose of providing services under this Agreement. See Attachments 1, 2, 3, 4 and 5, which are incorporated by reference as if fully set forth herein, for further information about the facilities, equipment, and security related requirements relating to this Agreement. Access will be limited to City controlled portions of the San Pedro Hill and Mount Lukens properties as necessary to install, repair, and/or maintain the UPS System and related equipment, including batteries, during the life of this Agreement. City will provide City staff to accompany at all times the County, and/or its employees, agents and contractors, while they are present at the San Pedro Hill and Mount Lukens City facilities performing services under this Agreement. County will ensure that its contractors and/or agents, if any, are properly screened in accord with requirements of the Los Angeles Police Department's Personnel Division/Civilian Employment Section prior to their accessing the involved facilities. In general, such County agents and/or contractors shall be required to undergo background checks, including an interview and fingerprinting, complete an application similar to that contained in Attachment 5, and/or obtain a badge.

Consistent with the terms of the FAA's master lease agreement with City, County agrees its employees, agents and/or contractors will comply with FAA security regulations at the San Pedro Hill site. Also consistent with the terms of the Forest Service's master lease agreement with City's Department of Water and Power, County agrees its employees, agents and/or contractors will comply with the stipulations in the communications site plan approved by the Forest Service's Authorized Officer, with respect to all development, operation, and maintenance of the authorized facility, improvements, and equipment located on the property. If required by the Forest Service's Authorized Officer, all plans for development, layout, and construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information, will be provided to the Forest Service's Authorized Officer and appended to the communication site plan. Notwithstanding the foregoing, City hereby acknowledges and agrees that (1) the services to be performed by the employees, agents and/or contractors of County hereunder shall not relieve City nor its Department of Water and Power of their duties and obligations under the Forest Service's master lease agreement with City's Department of Water and Power, and (2) County shall have no obligations arising under Section II (Rental) of the Forest Service's master lease agreement with City's Department of Water and Power.

- a. 24-hour Prior Notice: County and/or its employees, agents and contractors will provide City with at least 24 hours advance notice prior to requiring access for any installation, support, maintenance, and repair services to be conducted on City's facilities under the terms of this Agreement. If emergency access is requested to such sites, such request can be made to the Mount Lee Monitor reachable at (213) 485-3110. The staff at the Mount Lee Monitor will be responsible for notifying the appropriate City staff of the need for emergency access to the San Pedro Hill and Mount Lukens facilities.

- b. 24-hour Site Access: City has responsibility for ensuring County and/or its employees, agents and contractors have access to the facilities 24 hours a day, 7 days a week, if necessary, to complete the installation, repair and/or maintenance of the UPS system and related equipment, including batteries, which County will procure, install, repair and maintain under this Agreement. City and County agree that City staff must at all times accompany County and/or its employees, agents or contractors at all times at the San Pedro Hill and Mount Lukens facilities.
- c. Access to City Electrical System: City will provide County, and/or its employees, agents, and contractors, access to the electrical system at San Pedro Hill and Mount Lukens facilities.
- d. Authorized Persons: County agrees that it will permit only its agents and/or contractors who have been properly screened by the Los Angeles Police Department's Personnel Division/Civilian Employment Section to access the San Pedro Hill and Mount Lukens facilities. Such screening shall consist of completing an application substantially similar to that contained in Attachment 5, submitting to a background check, fingerprinting, and/or obtaining a badge. Further, County agrees to take all reasonable steps to ensure that its employees, agents and/or contractors will not access the facilities at San Pedro Hill or Mount Lukens unless they are personally escorted by City staff. Such escort shall be for the entire time such County employees, agents and/or contractors are present at the involved facilities.

Consistent with the terms of the FAA's master lease agreement with the City, County agrees its employees, agents and/or contractors will comply with FAA security regulations at the San Pedro Hill site. Also consistent with the terms of the Forest Service's master lease agreement with City's Department of Water and Power, County agrees its employees, agents and/or contractors will comply with the stipulations in the communications site plan approved by the Forest Service's Authorized Officer, with respect to all development, operation, and maintenance of the authorized facility, improvements, and equipment located on the property. If required by the Forest Service's Authorized Officer, all plans for development, layout, and construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information, will be provided to the Forest Service's Authorized Officer and appended to the communication site plan. Notwithstanding the foregoing, City hereby acknowledges and agrees that (1) the services to be performed by the employees, agents and/or contractors of County hereunder shall not relieve the City nor its Department of Water and Power of their duties and obligations under the Forest Service's master lease agreement with City's Department of Water and Power, and (2) County shall have no obligations arising under Section II (Rental) of the Forest Service's master lease agreement with City's Department of Water and Power.

- e. Limitations: This Agreement does not confer any authority on County and/or its employees, agents or contractors to engage in any prohibited or regulated activity. Any

approvals, permits or licenses required by law or regulation must be obtained by County and/or its employees, agents or contractors to the extent required by law.

II. REPRESENTATIVES OF THE PARTIES OF THIS AGREEMENT:

The representatives of the respective parties are authorized to administer this Agreement and to whom formal notices, demands, requests and communications shall be given are as follows:

City of Los Angeles:
Mehrdad Larijaniha
2525 Corporate Place, Suite 200
Monterey Park, California 91754-7661
Mehrdadlarijaniha@yahoo.com
213-479-5680

County of Los Angeles:
Ron Wong
Radio Systems Division
County of Los Angeles
1110 N. Eastern Avenue
Los Angeles, California 90063
RWong@isd.lacounty.gov
323-267-2751

III. SERVICES TO BE PERFORMED

- a. Procurement of UPS System and Related Equipment: City and County agree that County will procure, in compliance with established county, state, federal and/or other applicable procurement rules, guidelines, practices and policies, all equipment necessary to upgrade the designated existing UPS system equipment, including batteries, currently in operation at the facilities at San Pedro Hill and Mount Lukens. City and County further agree that County and/or its employees, agents or contractors will furnish all equipment, materials, and labor required to complete this upgrade at no cost to the City under the terms of this Agreement. City and County also agree that all such work performed and professional services provided pursuant to this Agreement shall conform to the highest professional standards generally accepted for the construction industry in the state of California. Further specifications concerning the equipment to be procured by County are set forth in Attachments 1, 2, 3, and 4 hereto.
- b. Specific Requirements for UPS System and Related Equipment: The UPS system and related equipment, including batteries, to be procured by County and/or its employees, agents or contractors must be 65kVA/52kW at the San Pedro Hill facility and 65kVA/52kW or 80kVA/64kW at the Mount Lukens facility. Such equipment shall further comply with the specifications and requirements set forth in attachments 1, 2, 3 and 4 for each respective site. Attachments 1, 2, 3 and 4 include some, but not all, of

the property information, equipment specifications, or other information relating to the UPS facilities upgrades. City and County acknowledge it is possible that the needs and requirements of the two City facilities and their operations may change over time.

- c. Installation of UPS System and Related Equipment: County and/or its employees, agents, and contractors agree to install the procured UPS and related equipment, including batteries and all software licensing, if any, at the San Pedro Hill and Mount Lukens facilities in the least disruptive fashion possible. At the conclusion of the installation, City will require County and/or its employees, agents or contractors provide proof of performance of the overall system which shows the installed equipment is operating within compliance of the manufacturer's specifications and in the manner intended by the parties. County and/or its employees, agents or contractors will acquire any necessary building permits, if any, required for performance of services under this Agreement. County and/or its employees, agents or contractors also agree to remove and dispose of any existing UPS system and related equipment, including batteries, in a manner required by law.
- d. Maintenance of UPS System and Related Equipment During Manufacturer's Warranty Period: During the effective period of the Manufacturer's Warranty Period for the UPS System and related equipment, including batteries, purchased and installed pursuant to this Agreement, County agrees to be responsible for maintaining the installed equipment, including batteries and all software licensing, if any. County further agrees to interface to the extent required with its employees, agents, contractors, and/or the products manufacturers as required to ensure the continued operability of the UPS system at the San Pedro Hill and Mount Lukens facilities during such warranty period.
- e. Ownership and Maintenance of UPS System and Related Equipment at End of Manufacturer's Warranty Period: At the end of the Manufacturer's Warranty Period for the UPS system and related equipment, including batteries, which County procures, installs and maintains under this Agreement, County shall provide proof satisfactory to City that such equipment is operating in compliance with the manufacturer's specifications. After such proof of performance and acceptance by City, County will transfer full UPS ownership rights to City. After such transfer of ownership rights, City will maintain the involved UPS equipment. Such equipment will be tagged as City of Los Angeles assets and become and remain the sole property of City.
- f. Calls for Service: City must notify County and/or its employees, agents and contractors telephonically, and in a timely manner, for any UPS related service needs it has prior to the transfer of ownership of the installed UPS equipment to City. City will contact Ron Wong of the County at Radio Systems Division, 1110 N. Eastern Avenue, Los Angeles, California 90063 or at RWong@isd.lacounty.gov. County and or its employees, agents or contractors will provide onsite response at the earliest reasonable time given the severity of the service required and availability of County or its employees, agents or contractors.

- g. Equipment List: See Attachments 1, 2, 3, and 4 for specifications and general description of the UPS system and related equipment, including batteries, to be procured, installed, repaired and maintained at the San Pedro Hill and Mount Lukens facilities. During the Manufacturer's Warranty Period for such equipment, County agrees to provide all necessary equipment upgrades, labor, repair and maintenance for such UPS system and related equipment, including batteries. After the expiration of the Manufacturer's Warranty Period, and after the ownership of the UPS system and related equipment transfer to City, including batteries, is transferred to City as provided for in this Agreement, City agrees to provide necessary upgrades, maintenance or repair to the UPS system equipment, including batteries.
- h. Removal of UPS System Equipment, Including Batteries: County agrees to accept sole responsibility for full compliance with any and all applicable rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the removal, use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances, including the UPS system and related equipment, including batteries, currently in place at the San Pedro Hill and Mount Lukens facilities, which are removed pursuant to performance of this Agreement. When County contemplates removing any City structure or equipment on its property, it will so inform City and allow City sufficient and reasonable time to relocate and completely reinstall City equipment without interruption of the UPS system currently powering the involved sites.
- i. Public Record Requests, Subpoenas and Court Orders: Public records requests, subpoenas, or court orders received by County relating to the performance of this Agreement shall be immediately copied and sent to the designated City contact upon receipt of such request. City will respond to such legal requests on behalf of City to the extent required by law. City agrees to copy and send County any such requests it receives relating to the performance of this Agreement to allow County to respond as may be required by law.
- j. System Availability: The UPS system and related equipment, including batteries, must be available for emergency operation 24 hours a day, 7 days a week, with downtime limited to those hours required for any necessary maintenance, support or repair activities. County and/or its employees, agents and contractors will make every reasonable effort to minimize interruption, if any, required during the installation and maintenance of the UPS system and related equipment, including batteries.
- k. Improvements or Alterations: County and/or its employees, agents or contractors shall make no structural improvements, additions, or alterations in, to, or upon any of City facilities at San Pedro Hill or Mount Lukens without first obtaining the written consent of City, such consent not to be unreasonably withheld or delayed. County shall not erect, construct, or place any sign upon City facilities without first obtaining consent of City.

IV. INDEMNIFICATION AND INSURANCE

a. Indemnification:

(1) City shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with City's acts and/or omissions arising from and/or relating to this Agreement. Attorneys fees covered include both in house and outside counsel.

(2) County shall indemnify, defend, and hold harmless City and any of its Board, Officers, Agents, Employees, Assigns, and Successors in Interest from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with City's acts and/or omissions arising from and/or relating to this Agreement. Attorneys fees covered include both in house and outside counsel.

(3) In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

b. Insurance: County shall provide evidence of General Liability Insurance having dollar limits not less than \$2,000,000.00 per occurrence and \$5,000,000.00 general annual aggregate, Professional Liability Insurance having dollar limits not less than \$1,000,000.00 per claim. In addition, County shall have Workers' Compensation Insurance in the amount required by statute with a waiver of subrogation in favor of City and U.S. Government, and Employer's Liability Insurance of not less than \$1,000,000.00 each accident, each employee for disease, and policy limit for disease. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and shall otherwise be in a form or self-insurance program satisfactory to the office of the City Administrative Officer, Risk Management Division. County may, at its option, purchase commercial insurance or be self-insured so long as such self-insurance meets or exceeds the insurance requirements contained in this Agreement and so long as County provides written confirmation of such self-insurance to City.

c. Liability for Costs: City and U.S. Government bear no liability for any direct, indirect, or other costs associated with the procurement, installation, repair, or warranty period maintenance of such UPS equipment at the San Pedro Hill and Mount Lukens facilities. County agrees that it is responsible for the procurement, installation, labor and maintenance costs associated with performance under this Agreement. City agrees that at the end of the manufacturer's warranty period, if proof of performance satisfactory to the City is provided, County shall at no cost to City transfer full ownership of the installed UPS system and related equipment, including batteries, to City. Thereafter, City will maintain and repair such UPS system and related equipment, including batteries, thereafter on a forward going basis at City's sole expense.

V. AGREEMENT TERMS

- a. Term and Withdrawal: This Agreement will commence on the date that it is adopted by both City and County. This Agreement shall last until September, 30, 2012, or upon such earlier time as one of the parties withdraws from this Agreement. In the event County withdraws from this Agreement prior to the expiration of the manufacturer's warranty period, City will elect at its sole discretion to have County transfer ownership to City or require County, at its sole expense, to both remove the UPS system and related equipment, including batteries, installed under this Agreement and dispose of it in the manner required by law.
- b. Supplemental Policies: City may add individual guidelines for the installation, maintenance or use of UPS system or related equipment, including batteries, provided they do not conflict with the provisions of this Agreement.
- c. Entire Agreement: The provisions of this Agreement, including all attached Exhibits and the documents and provisions incorporated by reference herein, contain the entire Agreement between the parties hereto and said Agreement shall not be changed or modified in any manner except by written amendment fully executed between City and County.
- d. Section Headings: The section headings appearing herein are for the convenience of both City and County and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. This Agreement shall be construed according to its Fair Meaning, and not strictly for or against City or County.
- e. Two Constructions: It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- f. Laws of California: This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- g. Time: Time shall be of the essence in complying the terms, conditions, and provisions of this Agreement.
- h. Void Provisions: If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect.
- i. Waivers: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant, or condition.

IV. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Los Angeles City Clerk. For all other purposes, facsimile signatures are acceptable as originals.

FOR THE CITY OF LOS ANGELES,
a municipal corporation:

By: _____
(NAME)
General Services Department

Date: _____

By: _____
[NAME]
[Title]

Date: _____

FOR THE CITY OF LOS ANGELES,
a municipal corporation:

By: _____
CHARLIE BECK
Chief of Police

Date: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
JOSE SILVA
Principal Deputy County Counsel

Date: _____

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By: _____
GRETCHEN SMITH
Deputy City Attorney

Date: _____

ATTACHMENT TO THE ATTACHMENT -
Attachment 1

REAL PROPERTY DESCRIPTION OF SAN PEDRO HILL RADIO SITE



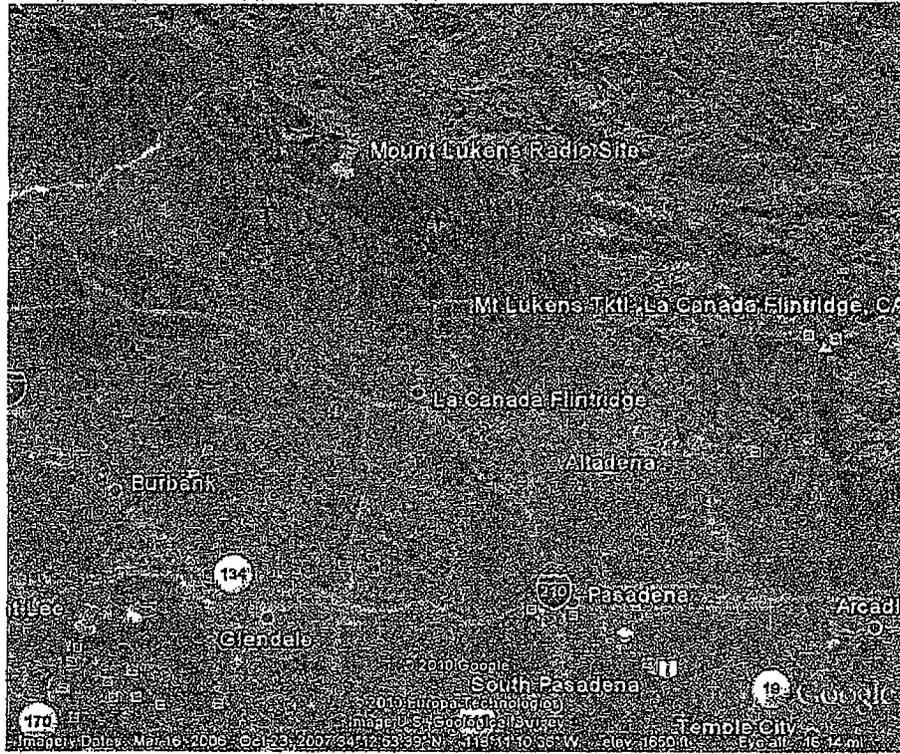
3860 Crest Rd. East, Palos Verdes, Ca. 90274. Lat/Long 33.74614N/118.33619W

San Pedro Hill Radio Site & LAPD Equipment Shelter



REAL PROPERTY DESCRIPTION OF MOUNT LUKENS RADIO SITE

Aerial Photograph of Mount Lukens Radio Site



5150 Mount Lukens Truck Trail, Angeles National Forest Lat/Long 34.26889N /118.23897W

**Upgrading UPS Systems at San Pedro Hill.
65kVA/52kW consisting of the following:**

Pre-installation:

Factory Services including the following:

- Factory Witness Test
- Submittal Documents
- Installation Manuals
- Operation & Maintenance Manuals
- Obtaining permits

Engineering Design Services

- Survey existing electrical distribution as required for developing construction documents.
- Replacement of existing UPS system with a 65kVA system.
- Reconfiguration of the newly purchased battery system to match new UPS - DC-Voltage system.
- Design of external UPS bypass system for maintenance and off-line situations.
- Update Electrical Single Line Diagram.
- Provide 50% Electrical construction document package for Owner Review.
- Provide 100% Electrical construction document package for Permit/Plan Check.
- Provide stamped, signed electrical permit drawings for upgrades.
- Field observations, one during construction progress and one at substantial completion for a final punch list.
- Review shop drawings and submittals. Engineer will be provided a minimum of ten (10) working days for shop drawing and submittal review.
- Field observation visits and preparation of punch lists. (Estimated at half man-day each during the construction phase, plus travel time). Observations are performed to attempt to determine general conformity of the work performed by others with contract plans and specifications.
- Preparation of final record drawings based on contractor red-lines.

Installation Services

1. Rigging services

- Ship equipment to San Pedro Hill radio site
- Remove existing UPS
- Place new UPS equipment

2. Anchor UPS and Maintenance Bypass equipment

3. Install input to UPS system

- Utilize (1) existing 350amp circuit breaker for bypass input to UPS
- Install (1) new 400amp circuit breaker for primary input to UPS
- Install 208 volt feeder (Primary input feeder- 400 amps & Bypass input feeder- 350 Amps)
- Install interconnecting cables between the UPS and maintenance bypass panel
- Install UPS output feeder to new 400 amp, large frame distribution panel
- Install 225 amp feeder to existing UPS distribution panel
- Install 225 amp feeder to new distribution panel
- Provide and install new 120/208 volt, 223 amp, 42 circuit UPS distribution panel
- Install D/C feeder from system disconnect to new UPS
- Install control wires from system disconnect to UPS

4. Install ground connection from existing site ground to UPS

5. Support integrator during system start-up

6. Support integrator during load bank/generate testing

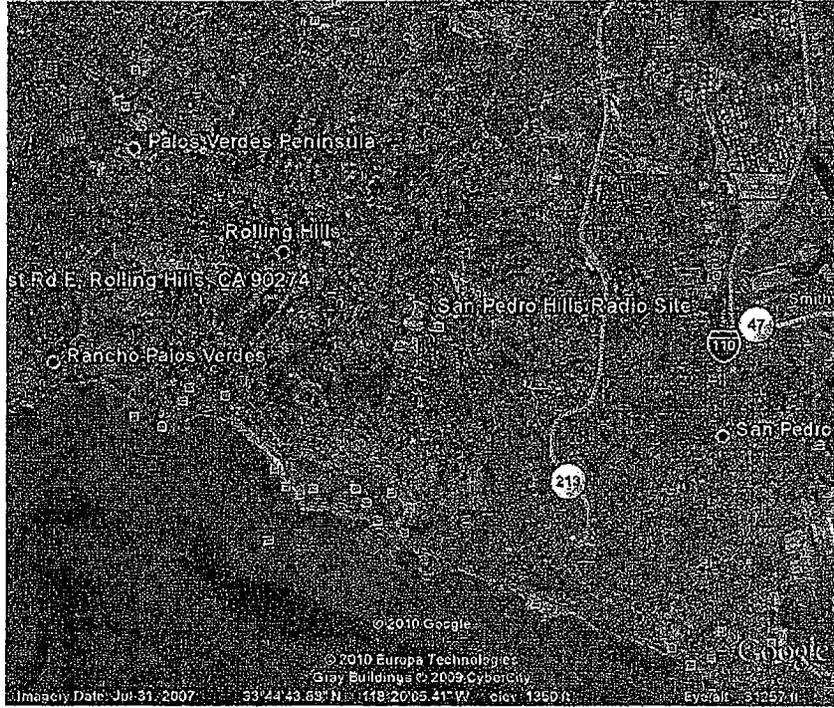
7. Install UPS branch circuits

- Install 3 home run feeders with 3 circuits each
- Install 18 new outlets from new UPS panel

8. Provide engraved labels for all equipment

9. Install Cat 5 Network cable for UPS interface

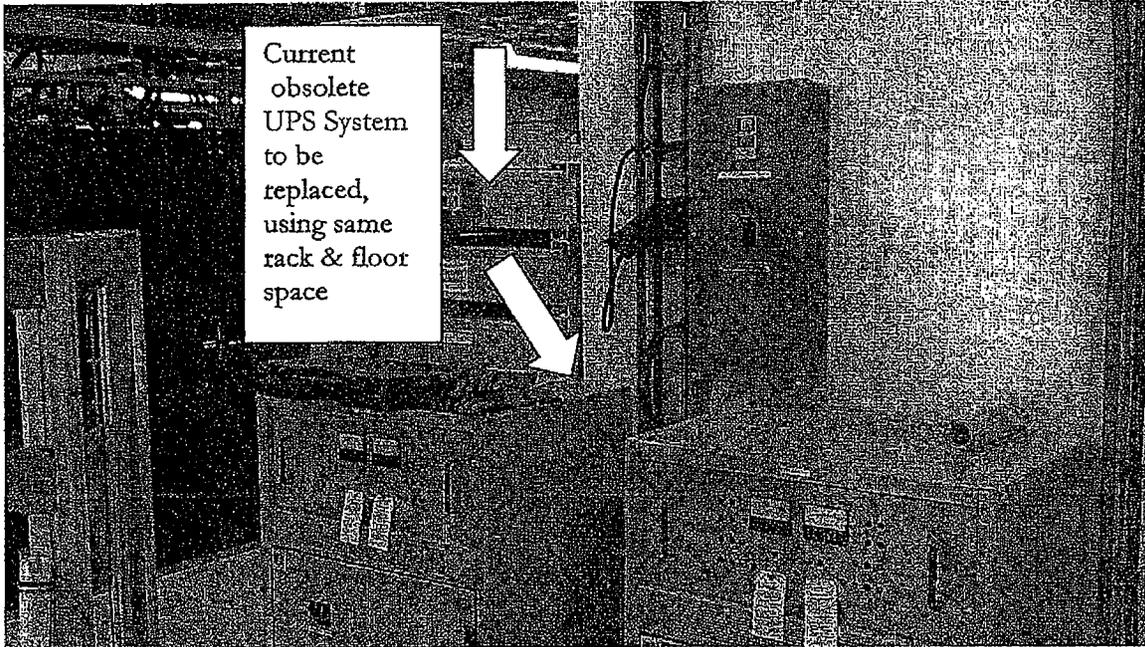
Aerial Photograph of San Pedro Hill Radio Site



3860 Crest Rd E Palos Verdes Peninsula, California 90274. Lat/Long 33.74614N /118.33619W



San Pedro Hill Radio Site & LAPD Equipment Shelter



Inside San Pedro Hill LAPD Shelter.

**Upgrading UPS Systems at Mount Lukens.
65kVA/52kW or 80kVA/64kW consisting of the following:**

Pre-installation:

Factory Services including the following:

- Factory Witness Test
- Submittal Documents
- Installation Manuals
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Engineering Design Services

- Survey existing electrical distribution as required for developing construction documents.
- Replacement of existing UPS system with a 65kVA or 80kVA system.
- Reconfiguration of the newly purchased battery system to match new UPS - DC-Voltage system.
- Design of external UPS bypass system for maintenance and off-line situations.
- Update Electrical Single Line Diagram.
- Provide 50% Electrical construction document package for Owner Review.
- Provide 100% Electrical construction document package for Permit/Plan Check.
- Provide stamped, signed electrical permit drawings for upgrades.
- Field observations, one during construction progress and one at substantial completion for a final punch list.
- Review shop drawings and submittals. Engineer will be provided a minimum of ten (10) working days for shop drawing and submittal review.
- Field observation visits and preparation of punch lists. (Estimated at half man-day each during the construction phase, plus travel time). Observations are performed to attempt to determine general conformity of the work performed by others with contract plans and specifications.
- Preparation of final record drawings based on contractor red-lines.

Installation Services

1. Rigging services

- Ship equipment to Mt. Lukens (4-wheel drive truck)
- Remove existing UPS

- Place new UPS equipment

2. Anchor UPS and Maintenance Bypass equipment

3. Install input to UPS system

- Utilize (1) existing 350amp circuit breaker for bypass input to UPS
- Install (1) new 400amp circuit breaker for primary input to UPS
- Install 208 volt feeder (Primary input feeder- 400 amps & Bypass input feeder- 350 Amps)
- Install interconnecting cables between the UPS and maintenance bypass panel
- Install UPS output feeder to new 400 amp, large frame distribution panel
- Install 225 amp feeder to existing UPS distribution panel
- Install 225 amp feeder to new distribution panel
- Provide and install new 120/208 volt, 223 amp, 42 circuit UPS distribution panel
- Install D/C feeder from system disconnect to new UPS
- Install control wires from system disconnect to UPS

4. Install ground connection from existing site ground to UPS

5. Support integrator during system start-up

6. Support integrator during load bank/generate testing

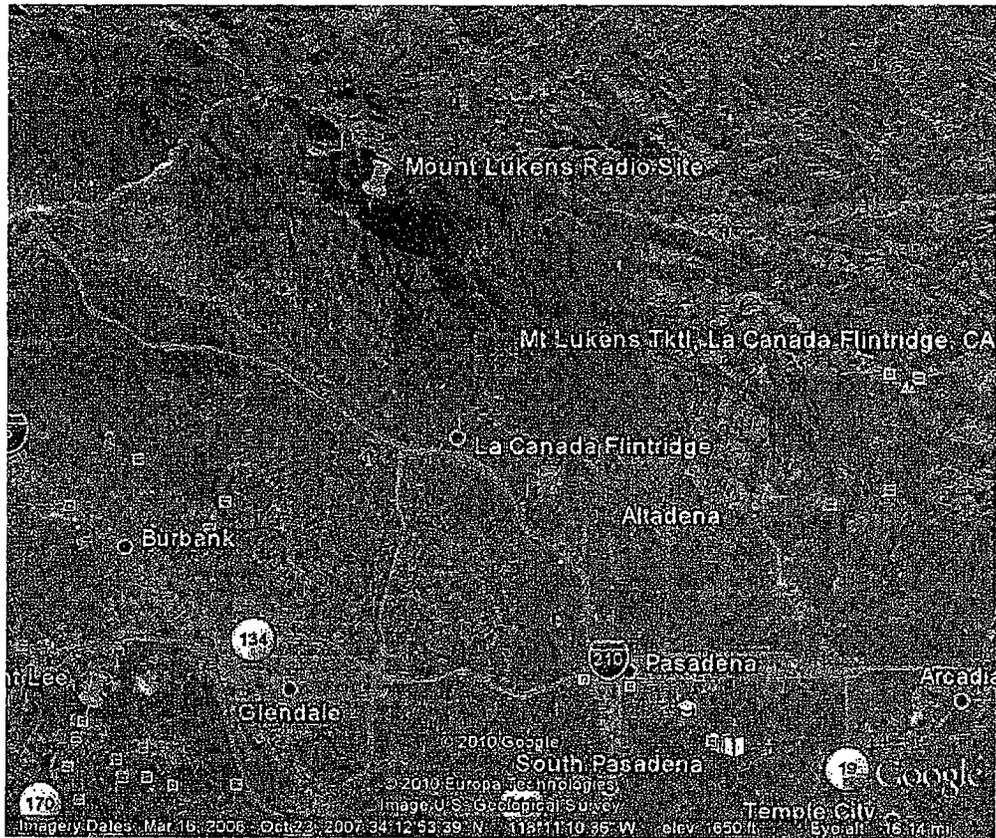
7. Install UPS branch circuits

- Install 3 home run feeders with 3 circuits each
- Install 18 new outlets from new UPS panel

8. Provide engraved labels for all equipment

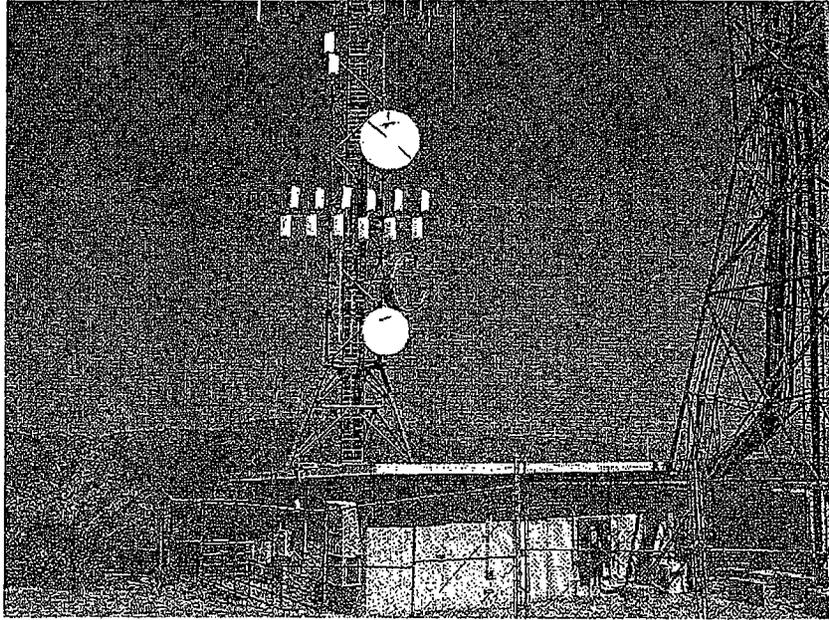
9. Install Cat 5 Network cable for UPS interface

Aerial Photograph of Mount Lukens Radio Site

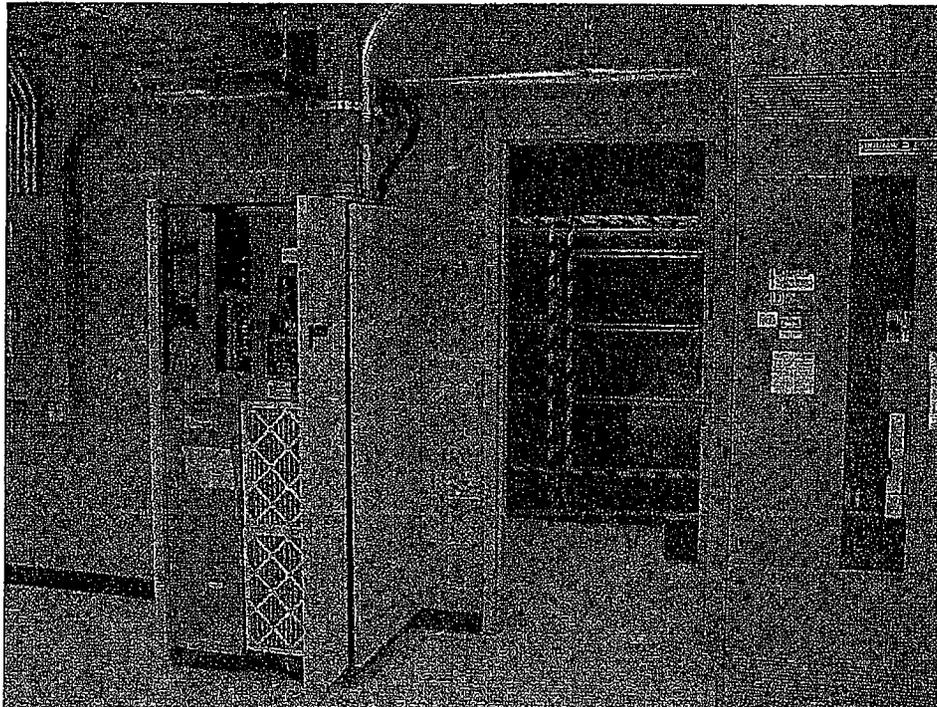


5150 Mount Lukens Truck Trail, Angeles National Forest Lat/Long 34.26889N /118.23897W

Mount Lukens Radio Site and UPS Equipment Shelter



Mount Lukens. Inside Shelter & Proposed UPS Equipment Room





**Liebert UPS
Battery Sizing Program**



Version
3.0

Backup Time versus Load



UPS Model: 37065 Battery Model: UPS12-540MR Cell Count: 240 Quantity of 2



UPS Load	Backup Time						
13.0 KW	480 Minutes	23.4 KW	276 Minutes	33.8 KW	186 Minutes	44.2 KW	137 Minutes
14.3 KW	463 Minutes	24.7 KW	262 Minutes	35.1 KW	167 Minutes	45.5 KW	133 Minutes
15.6 KW	435 Minutes	26.0 KW	249 Minutes	36.4 KW	163 Minutes	46.8 KW	129 Minutes
16.9 KW	392 Minutes	27.3 KW	225 Minutes	37.7 KW	158 Minutes	48.1 KW	125 Minutes
18.2 KW	347 Minutes	28.6 KW	217 Minutes	39.0 KW	154 Minutes	49.4 KW	120 Minutes
19.5 KW	332 Minutes	29.9 KW	209 Minutes	40.3 KW	150 Minutes	50.7 KW	111 Minutes
20.8 KW	316 Minutes	31.2 KW	202 Minutes	41.6 KW	146 Minutes	52.0 KW	109 Minutes
22.1 KW	301 Minutes	32.5 KW	194 Minutes	42.9 KW	142 Minutes		

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BATTERY SOLUTIONS

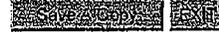


**Liebert UPS
Battery Sizing Program**



Version
3.0

Backup Time versus Load



UPS Model: 37080 Battery Model: UPS12-540MR Cell Count: 240 Quantity of 4

Working



UPS Load	Backup Time						
16.0 KW	480 Minutes	28.8 KW	480 Minutes	41.6 KW	325 Minutes	54.4 KW	243 Minutes
17.6 KW	480 Minutes	30.4 KW	456 Minutes	43.2 KW	316 Minutes	56.0 KW	225 Minutes
19.2 KW	480 Minutes	32.0 KW	439 Minutes	44.8 KW	306 Minutes	57.6 KW	220 Minutes
20.8 KW	480 Minutes	33.6 KW	423 Minutes	46.4 KW	285 Minutes	59.2 KW	215 Minutes
22.4 KW	480 Minutes	35.2 KW	391 Minutes	48.0 KW	277 Minutes	60.8 KW	210 Minutes
24.0 KW	480 Minutes	36.8 KW	370 Minutes	49.6 KW	269 Minutes	62.4 KW	205 Minutes
25.6 KW	480 Minutes	38.4 KW	343 Minutes	51.2 KW	260 Minutes	64.0 KW	199 Minutes
27.2 KW	480 Minutes	40.0 KW	334 Minutes	52.8 KW	252 Minutes		

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Seller Terms and Conditions of Sale

Leibert Corporation is herein referred to as "Seller". The person or entity purchasing goods ("Goods") and/or licensing software or firmware, which is preloaded or to be loaded into Goods ("Software"), is herein referred to as "Buyer."

1. **ORDER ACCEPTANCE:** No order issued by Buyer to Seller shall be binding on Seller unless Seller manifests its acceptance of such order either in writing or by commencement of performance hereunder. Seller reserves the right, at its sole discretion, to refuse orders. Seller's acceptance of Buyer's order shall constitute a binding agreement between Buyer and Seller and is expressly conditioned on Buyer consent to the terms and conditions set forth herein as being the complete and exclusive statement of terms governing the sale/licensing of Goods and Software. Changes or additions stated by Buyer in its order or otherwise are specifically rejected by Seller and shall be binding upon Seller only if expressly agreed to in writing signed by Seller. Buyer acceptance of the Goods and/or Software will further manifest Buyer's consent to Seller Terms and Conditions of Sale.

2. **ITEMS PURCHASED:** Goods and/or Software purchased and to be provided hereunder, unless otherwise agreed in writing by Seller, will be Seller's standard Goods and/or Software as specified in Seller's quotation or acknowledgment. Goods provided to Buyer may include Software incorporated in or provided separately for use with the Goods. Software title is reserved in Seller and Seller grants Buyer a non-exclusive, royalty free license solely for Buyer's use of the Software with the Goods provided.

3. **TOOLING:** Tool, die and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies and patterns do not convey to Buyer, title, ownership interests in, or rights to possession or removal, nor prevent their use by Seller or other purchasers, except as otherwise expressly provided by Seller and Buyer in writing.

4. **INSPECTION/TESTING/ACCEPTANCE:** Buyer, at its expense, may observe the inspection and testing of the Goods upon agreement with Seller. All inspection and testing shall be in accordance with Seller's specifications and standards and shall be conducted at Seller's plant before shipment of the Goods. Any claim of non-conforming Goods must be made promptly before shipment. If Buyer does not inspect the Goods at Seller's plant as provided herein, Buyer shall have ten (10) days from the date of delivery to verify receipt of conforming Goods and Software. Buyer must give written notice to Seller within ten (10) days of delivery of the Goods and Software stating why the Goods and Software are not conforming or such basis for rejection shall be deemed waived and Buyer shall be deemed to have unqualifiedly accepted the Goods.

5. **RETURNED GOODS:** Except as may be otherwise provided with respect to warranty returns, advance written permission to return rejected Goods must be obtained from Seller. Such Goods must be new, unused, of current manufacture and free of all dents or other claims. Goods must be shipped freight prepaid to Seller. Goods returned without the prior written permission of Seller will not be accepted by Seller. Seller reserves the right to inspect Goods prior to authorizing their return. Upon receipt of the returned Goods, Seller will issue credit to Buyer in an amount equal to the billing price or current price of the Goods, whichever is lower, from which will be deducted an inspection and repacking charge and the cost of any reconditioning.

6. **SHIPMENT/DELIVERY:** Buyer acknowledges that Seller's shipping dates are estimates and are subject to change by Seller upon written notice to Buyer. Unless otherwise agreed to in writing by Seller, delivery terms shall be F.O.B. Seller's shipping point. Seller reserves the right to make partial shipments. Risk of loss or damage and responsibility to insure shall pass from Seller to Buyer upon delivery to a carrier for shipment to Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery. If Goods are held by Seller for Buyer at Buyer's request, or due to Buyer's failure to supply shipping instructions, Seller may invoice Buyer for the full purchase price of the Goods and Buyer agrees to make payment. Goods held for Buyer by Seller, for whatever reason, are held at Buyer's risk and Buyer shall reimburse Seller for any insurance, storage or other costs incurred by Seller.

7. **PRICES:** Unless otherwise agreed in writing by Seller, prices for Goods are F.O.B. Seller's shipping point with no discount. Prices quoted by Seller shall remain in effect for the period stated in Seller's quotation or acknowledgment, or, if none stated, thirty (30) days after the date of same. If Seller does not receive, within such time period, an unconditional authorization from Buyer to ship Goods, Seller shall have the option to change the price for such Goods to that prevailing at the time of shipment. Prices and Expense fees do not include installation, freight, handling, hoisting, rigging, insurance or storage charges, unless otherwise agreed by Seller in writing. Prices and license fees also do not include taxes or duties imposed on the manufacture, sale, delivery or use of the Goods; such assessments are for Buyer's account and Seller will add such assessments to the price stated absent Seller receipt of Buyer's proper exemption certificate.

8. **PAYMENT/SECURITY INTEREST:** Payment is due in U.S. currency net thirty (30) days from date of Seller invoice, title being of the essence. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by Statute. Partial shipments of Goods will be invoiced and are payable as they occur in accordance with these terms. Buyer hereby grants Seller a security interest in the Goods, Software, and products, additions, replacement, proceeds and receivables therefrom and agrees to execute a financing statement confirming such interest upon Seller request. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights, or demanding different terms of payment including, but not limited to, advance cash payment, whenever it appears to Seller that circumstances require such measures. Buyer agrees to take all measures necessary to comply with any new payment terms imposed by Seller. If Buyer fails to comply with payment terms, Seller may elect to terminate this Agreement or suspend performance under this or other agreements with Buyer and: (b) with or without legal process and using such force as may be lawful and necessary, enter into or upon the premises where the Goods are located and take possession of them (b) cancel all warranties herein and (c) pursue any additional remedies provided by law. Buyer shall be liable to Seller for all expenses, including reasonable attorney's fees, relating to the collection of past due amounts.

9. **DELAYS:** Seller shall not be liable or responsible for cost, expense or damage due to non-performance or a delay in performance where such non-performance or delay is due to causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, epidemics, or material and transportation shortages. Deliveries of Goods and/or Software or other Seller performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer of the foregoing, but other Buyer and Seller performance hereunder shall otherwise remain unaffected.

If Seller determines that its ability to supply the total demand of Goods or to obtain material used in the manufacture of Goods is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of Goods or material among its buyers on such basis as Seller determines to be equitable without liability to Buyer for any failure of performance which may result therefrom.

10. **LIMITED WARRANTY:** Seller's standard warranty applicable to the Goods purchased provided to Buyer at the time of purchase of Goods, is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller's warranty may be modified only by a writing signed by a duly authorized officer of Seller. Buyer assumes all other responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the installation or use of Goods, either alone or in combination with other goods whether supplied by Seller or otherwise. Buyer acknowledges that any technical advice furnished by Seller with respect to the use of the Goods is given without charge and Seller assumes no obligation or liability to Buyer for the advice given or results obtained; all such advice is given by Seller and accepted by Buyer at Buyer's risk.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE.

SELLER'S WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE OF THE GOODS HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

SFM-3540-13

Revision 9; 01/28/03

Page 1 of 1

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Seller's warranty obligations are conditioned upon timely receipt of all payments in accordance with the payment terms specified herein. During the period any amounts are overdue from Buyer, Seller shall have no obligations under this warranty. The warranty expiration date shall not be extended upon payment of the overdue amount. To the extent that Seller has relied upon any Buyer specifications, information, representations, or other data in the selection or design of Goods for Buyer, or the preparation of Seller's quotation, and conditions arise that are at variance with Buyer's representations, Seller's warranty and other provisions herein which are affected by such conditions shall be null and void.

11. **PATENTS AND COPYRIGHTS:** Seller warrants that any Goods provided hereunder do not infringe upon any valid U.S. patent or copyright in existence on the date of shipment. Seller will defend all its expense any action brought against Buyer to the extent it is based on a claim the Goods supplied by Seller infringe a valid United States patent or copyright. Seller will pay those costs and damages finally awarded against Buyer in any such claim, but such defense and payments are conditioned upon the following:

(a) Seller shall be notified promptly in writing by Buyer of any notice of such claim; and (b) Seller shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the Goods or the operation thereof become or, in Seller's opinion be likely to become, the subject of a claim of infringement of a valid United States patent or copyright, Buyer shall permit Seller, at Seller's option and expense to: (i) procure for Buyer the right to continue using the Goods, (ii) replace or modify the Goods so they become non-infringing, or (iii) grant Buyer a credit for such Goods, as deposited, and accept return of same. Depreciation shall be calculated by Seller as an equal amount per year over the life of the Goods. (iv) cancel future deliveries of Goods without liability to Buyer.

Seller shall have no liability to Buyer with respect to any claim of patent and/or copyright infringement based upon: (a) combination or utilization of Goods or Software furnished under this Agreement with equipment, devices, or Software not manufactured by Seller; or (b) the modification by Buyer of Goods or Software furnished under this Agreement; or (c) Seller compliance with Buyer's design specifications.

The foregoing states the entire liability of Seller with respect to infringement of patents or copyrights.

12. **LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE GOODS OR (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR OTHER ECONOMIC LOSS INCURRED BY BUYER AS A RESULT OF SELLER'S PERFORMANCE OR CANCELLATION OF THIS AGREEMENT, WHETHER ANY CLAIM IS BASED UPON THEORIES OF INFRINGEMENT, WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **LIMITATION OF REMEDY:** SECTION 10 (WARRANTY), SECTION 11 (PATENTS AND COPYRIGHTS) AND SECTION 12 (LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES) PROVIDE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES.

14. **CHANGES:** Seller reserves the right to make any changes in the model and design of its Goods and/or Software without obligation to similarly alter Goods and/or Software previously sold. Buyer may, in writing, within the scope of the accepted order, request changes in the established specifications or delivery schedules. If Seller agrees to such changes and these changes alter the amount due under the purchase order or the time required for performance hereunder, the price of Goods ordered, any license fees and/or the time for performance shall be equitably adjusted.

15. **CANCELLATION:** This Agreement or any part of it is subject to cancellation by Seller if the conditions specified herein are not met by Buyer or if Buyer becomes insolvent or bankrupt. In the event of cancellation for this reason Seller is under no obligation to pay Buyer for any expenses, costs, claims, or liabilities incurred and Seller may retain any portion of the purchase price pre-paid by Buyer as liquidated damages. Seller retains all rights to any other legal remedies it may have against Buyer. Buyer may cancel orders herein only upon reasonable advance written notice to Seller and upon payment to Seller of Seller's cancellation charges, which include all costs and expenses incurred by Seller in the course of performance herein and amounts adequate to cover any commitments made by Seller and Seller's anticipated profit on the sale of the Goods.

16. **DRAWINGS/DOCUMENTATION:** Seller's prints or drawings (and the technology depicted) which are furnished to Buyer in connection with this Agreement are the property of Seller and Seller retains all patent, copyright and other rights, including, without limitation, exclusive rights of use, license, or sale. Buyer's possession of such prints or drawings does not grant Buyer any rights or license, express or implied therein and Buyer shall, upon Seller request, return immediately all copies of such prints or drawings to Seller.

17. **EXPORT:** Each party hereby agrees to comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority and not to export or allow the export or re-export of any Goods to be supplied hereunder in violation of any such restrictions, laws or regulations, or without all required licenses and authorizations. Buyer acknowledges that Seller's quote on Goods ordered hereunder is subject to Buyer obtaining any required license or authorization at time of shipment and Buyer agrees that Seller shall incur no liability to Buyer if such license or authorization is unavailable.

18. **NUCLEAR/MEDICAL AND DENTAL:** GOODS SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS. GOODS SOLD HEREUNDER ARE ALSO NOT FOR USE IN ANY LIFE SUPPORT, PATIENT-CONNECTED, OR APPLIED MEDICAL AND DENTAL APPLICATIONS. Buyer accepts purchasers or user and to defend, indemnify, and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

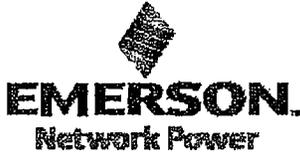
19. **APPLICABLE LAW/VENUE:** This Agreement shall be governed by and performance construed in accordance with the domestic laws and Uniform Commercial Code as adopted in the State of Ohio, without reference to its choice or conflict of law principles. The parties agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. For non-domestic sales, the parties mutually agree that the rights and obligations of the parties herein shall be determined without reference to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended.

20. **SEVERABILITY:** If any section or part of this Agreement is or becomes illegal, unenforceable or invalid then the aforementioned part or section shall be struck from this Agreement and shall not affect the remaining parts or sections except to the extent necessary to prevent a clearly inequitable result.

21. **ASSIGNMENT/DELEGATION:** Buyer shall not assign any rights or delegate any duties hereunder without the prior written permission of Seller. Any assignment or delegation without such permission shall be void.

22. **MODIFICATION/WAIVER:** No proposed conditions, usage of trade, course of dealing or performance, or agreement asserted or purported to modify, change, waive, or supplement this Agreement's provisions or the Seller's quotes, acknowledgments, or documents referenced herein shall be applicable to this Agreement unless in writing and signed by a duly authorized associate of Seller. No other Seller associate or representative is authorized to alter the terms of this Agreement.

23. **FINAL AND COMPLETE AGREEMENT:** These terms and conditions, any software licensing agreement and other documents referenced herein, and any Seller quotation or acknowledgment and documents specifically referenced therein, represent the final and complete Agreement between the parties with respect to the sale of Goods and/or license of Software and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject matter.



Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

August 3, 2010

Mr. Conrad Marfil, Project Manager
Facilities Operations Service
11 North Eastern Avenue
Los Angeles, CA 90063

Subject: **Liebert 80kVA Npower UPS Equipment Proposal - Mt. Lukens**

Reference: Liebert Job #1483557-1

Conrad,

In response to the site visit and discussions of today, Liebert Corporation is pleased to provide the following revised bill of material and pricing for the 80kVA Npower UPS equipment in support of your Mt. Lukens UPS Upgrade project. This proposal is provided a supplement to our proposal dated 7/21/10 and reflects the following changes.

PROPOSED SERVICES

- **Deletes all Infrastructure Factor Consulting, Inc. (IFC) Engineering Services as these services will be quoted directly from IFC**
- **Deletes all electrical installation Services by Data Specialties, Inc. (DSI)**

PROPOSED EQUIPMENT - The following changes are based upon the use of four (4) strings (40 units, 240 cells per string) of existing C&D Dynasty Batteries Model UPS12-540MR valve-regulated-lead-acid (VRLA). As outlined in the attached battery discharge curve, these existing batteries will support the full 64kW UPS rating for a period of 199 minutes.

- **UPS Bill of Material Revised to included the following changes:**
 - Delete four (4) Liebert VRLA Battery Cabinets
 - Add Four (4) New Battery Isolation Switches (BIS) Circuit Breakers
 - Add one (1) New Module Battery Disconnect (MBD) Circuit Breaker with motor operator





Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

Mt. Lukens

- 2 -

August 3, 2010

SYSTEM BILL OF MATERIAL & SERVICES FOR A 80kVA/64kW Npower Single Module System each consisting of the following:

- 1 Each** **Liebert Npower Three Phase Uninterruptible Power Supply, model 37SA080C0C6BH47, with the following features and characteristics:**
- AC Input voltage 120/208V (three-phase, four-wire plus ground)
 - AC Output voltage 120/208V (three-phase, four-wire plus ground)
 - Single input, true on-line, double conversion,
 - **Automatic Restart Feature**
 - Reverse transfer configuration
 - Phase controlled rectifier/charger
 - IGBT pulse-width modulated (PWM) inverter
 - Automatic continuous duty static transfer switch
 - Internal maintenance bypass switch
 - DSP (Digital Signal Processing) Controls
 - Microprocessor based monitoring and control panel with mimic bus
 - LCD Graphic Display with Alarm History Database
 - Programmable battery load testing for added reliability
 - Input filter with 10% THD at full output load
 - 1 Open Comms – Discrete Output Option (Programmable Relay Brd)
 - **Open Comms – Network Interface Card (Ethernet SNMP)**
 - Local E.P.O. with provision for remote E.P.O.
 - RS 232 interface port
 - Casters and leveling feet
 - UL 1778, CSA
 - Multiple Battery Breaker Board (Interface to open-rack VRLA)
 - **Seismic Floor Anchor Kit**



Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

Mt. Lukens

- 3 -

August 3, 2010

- 1 Each** **Liebert Maintenance Bypass Cabinet, model 37MB080CC61N, with the following features:**
- Single rotary handle switch interlocked for "make-before-break" transfer of the load with input and output circuit breakers
 - Shipped separately, including interconnecting cables to bolt to the right side of the UPS.
 - Casters and leveling feet & Seismic Anchor kit
- 4 Each** **Battery Isolation Switch (BIS) Circuit Breaker**
- 1 Each** **Module Battery Disconnect (MBD) Circuit Breaker**
- 1 Lot** **Factory Services including the following:**
- Submittal Documents & Certified Factory Test Procedure
 - Installation Manuals
 - Operation & Maintenance Manuals
- 1 Lot** **On-Site Start-up Services, including the following:**
- Installation Supervision
 - 7x24 Startup scheduled at the customers designated time
 - Site acceptance testing
 - Site integration testing
 - Customer training on the customer site
 - SAT Package NPower
- 1 Lot** **Freight Services including:**
- Freight Services FOB 1st Destination (Comet Electric shop or designated rigger yard with transport to Mt. Lukens by others)





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 Irvine, CA 92618
 Phone (949)-457-3800

Mt. Lukens

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August 3, 2010

LIEBERT 80KVA UPS EQUIPMENT PRICING

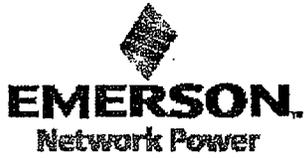
ITEM	MATERIAL	LABOR NORMAL RATE (\$159)	LABOR OVER-TIME RATE (\$235)	ITEM TOTAL
80kVA UPS Module	\$41,531.00			
Maint. Bypass Cabinet	\$7,514.00			
(4) BIS	\$4,680.00			
(1) MBD w/MO	\$2,657.00			
On-Site Start- Up		\$13,825.00		
On-Site Training		\$1,558.00		
Freight Services		\$1,591.00		
Sub-Total:	\$56,382.00	\$16,974.00		\$73,356.00
9.75% Sales Tax:	\$5,497.00	-0-		\$ 5,497.00
Total 80kVA UPS Price:				\$78,853.00

Terms & Conditions:

- Pricing and quotation validity for 45 days
- Prices are FOB 1st Destination (Comet Electric or designated rigger)
- Prices include 9.75% Sales Tax on Material Only
- Terms are Net 30 Days
- Copy of Liebert Terms & Conditions are attached
- Equipment Lead-time: 5-6 weeks after receipt of order
- Please address Purchase Order to:

Liebert Corporation
 35 Parker
 Irvine, CA 92618





Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

Mt. Lukens

- 5 -

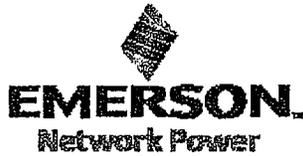
August 3, 2010

Should you have any questions or desire additional information, please contact me at 949.457.3703.

Sincerely,

A handwritten signature in black ink that reads "Jim Marshall".

Jim Marshall
Sr. Account Executive
Liebert Corporation



Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

August 3, 2010

Mr. Conrad Marfil, Project Manager
Facilities Operations Service
11 North Eastern Avenue
Los Angeles, CA 90063

**Subject: Liebert 65kVA Npower UPS Equipment Proposal – San Pedro Hills
Lukens**

Reference: Liebert Job #1483557-2

Conrad,

In response to the site visit and discussions of today, Liebert Corporation is pleased to provide the following revised bill of material and pricing for the 65kVA Npower UPS equipment in support of your **San Pedro Hills UPS Upgrade project**. This proposal is provided a supplement to our proposal dated 7/21/10 and reflects the following changes.

PROPOSED SERVICES

- **Deletes all Infrastructure Factor Consulting, Inc. (IFC) Engineering Services** as these services will be quoted directly from IFC
- **Deletes all electrical installation Services by Data Specialties, Inc. (DSI)**

PROPOSED EQUIPMENT - The following changes are based upon the use of one string (36 units, 216 cells per string) of existing C&D Dynasty Batteries Model UPS12-540MR valve-regulated-lead-acid (VRLA). Liebert will provide an additional 44 units (256 cells) to make-up two (2) complete strings of 240 cells each. As outlined in the attached battery discharge curve, these two (2) complete strings of existing and new batteries will support the full 52kW UPS rating for a period of 109 minutes.

- **UPS Bill of Material Revised to included the following changes:**
 - Delete one (1) Liebert VRLA Battery Cabinet
 - Add Two (2) New Battery Isolation Switch (BIS) Circuit Breakers
 - Add One (1) New Module Battery Disconnect (MBD) Circuit Breaker with motor operator
 - Add 44 units of C&D UPS12-540MR VRLA Battery Units (installation by Comet Electric)





Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

San Pedro Hills

- 2 -

August 3, 2010

SYSTEM BILL OF MATERIAL & SERVICES FOR A 65kVA/52kW Npower Single Module System each consisting of the following:

- 1 Each** **Liebert Npower Three Phase Uninterruptible Power Supply, model 37SA065C0C6BB53, with the following features and characteristics:**
- AC Input voltage 120/208V (three-phase, four-wire plus ground)
 - AC Output voltage 120/208V (three-phase, four-wire plus ground)
 - Single input, true on-line, double conversion,
 - **Automatic Restart Feature**
 - Reverse transfer configuration
 - Phase controlled rectifier/charger
 - IGBT pulse-width modulated (PWM) inverter
 - Automatic continuous duty static transfer switch
 - Internal maintenance bypass switch
 - DSP (Digital Signal Processing) Controls
 - Microprocessor based monitoring and control panel with mimic bus
 - LCD Graphic Display with Alarm History Database
 - Programmable battery load testing for added reliability
 - Input filter with 10% THD at full output load
 - 1 Open Comms – Discrete Output Option (Programmable Relay Brd)
 - **Open Comms – Network Interface Card (Ethernet SNMP)**
 - Local E.P.O. with provision for remote E.P.O.
 - RS 232 interface port
 - Casters and leveling feet
 - UL 1778, CSA
 - Multiple Battery Breaker Board (Interface to open-rack VRLA)
 - **Seismic Floor Anchor Kit**



Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

San Pedro Hills

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August 3, 2010

- 1 Each** **Liebert Maintenance Bypass Cabinet, model 37MB0650CC61N, with the following features:**
- Single rotary handle switch interlocked for “make-before-break” transfer of the load with input and output circuit breakers
 - Shipped separately, including interconnecting cables to bolt to the right side of the UPS.
 - Casters and leveling feet & Seismic Anchor kit
- 2 Each** **Battery Isolation Switch (BIS) Circuit Breaker**
- 1 Each** **Module Battery Disconnect (MBD) Circuit Breaker**
- 44 Units** **C&D Model UPS12-540MR VRLA Battery Units**
- 1 Lot** **Factory Services including the following:**
- Submittal Documents & Certified Factory Test Procedure
 - Installation Manuals
 - Operation & Maintenance Manuals
- 1 Lot** **On-Site Start-up Services, including the following:**
- Installation Supervision
 - 7x24 Startup scheduled at the customers designated time
 - Site acceptance testing
 - Site integration testing
 - Customer training on the customer site
 - SAT Package NPower
- 1 Lot** **Freight Services including:**
- Freight Services FOB 1st Destination (Comet Electric shop or designated rigger yard with transport to San Pedro Hills by others)





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LIEBERT 65KVA UPS EQUIPMENT PRICING

ITEM	MATERIAL	LABOR NORMAL RATE (\$159)	LABOR OVER-TIME RATE (\$235)	ITEM TOTAL
65kVA UPS Module	\$38,982.00			
Maint. Bypass Cabinet	\$7,514.00			
(2) BIS	\$2,340.00			
(1) MBD w/MO	\$2,657.00			
(44) C&D UPS12-540MR VRLA Batteries	\$15,400.00			
On-Site Start- Up		\$12,235.00		
On-Site Training		\$1,558.00		
Freight Services		\$1,491.00		
Sub-Total:	\$66,873.00	\$15,284.00		\$82,157.00
9.75% Sales Tax:	\$6,520.00	-0-		\$ 6,520.00
Total 65kVA UPS Price:				\$88,677.00

Terms & Conditions:

- Pricing and quotation validity for 45 days
- Prices are FOB 1st Destination (Comet Electric or designated rigger)
- Prices include 9.75% Sales Tax on Material Only
- Terms are Net 30 Days
- Copy of Liebert Terms & Conditions are attached
- Equipment Lead-time: 5-6 weeks after receipt of order
- Please address Purchase Order to:

Liebert Corporation
35 Parker
Irvine, CA 92618





Liebert Corporation
35 Parker
Irvine, CA 92618
Phone (949)-457-3600

San Pedro Hills

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August 3, 2010

Should you have any questions or desire additional information, please contact me at 949.457.3703.

Sincerely,

A handwritten signature in black ink that reads "Jim Marshall".

Jim Marshall
Sr. Account Executive
Liebert Corporation





Liebert UPS
Battery Sizing Program



Version
 3.0

Backup Time versus Load

UPS Model: 37080 Battery Model: UPS12-540MR Cell Count: 240 Quantity of 4

Working



UPS Load	Backup Time						
16.0 KW	480 Minutes	28.8 KW	480 Minutes	41.6 KW	325 Minutes	54.4 KW	243 Minutes
17.6 KW	480 Minutes	30.4 KW	456 Minutes	43.2 KW	316 Minutes	56.0 KW	225 Minutes
19.2 KW	480 Minutes	32.0 KW	439 Minutes	44.8 KW	306 Minutes	57.6 KW	220 Minutes
20.8 KW	480 Minutes	33.6 KW	423 Minutes	46.4 KW	285 Minutes	59.2 KW	215 Minutes
22.4 KW	480 Minutes	35.2 KW	391 Minutes	48.0 KW	277 Minutes	60.8 KW	210 Minutes
24.0 KW	480 Minutes	36.8 KW	370 Minutes	49.6 KW	269 Minutes	62.4 KW	205 Minutes
25.6 KW	480 Minutes	38.4 KW	343 Minutes	51.2 KW	260 Minutes	64.0 KW	199 Minutes
27.2 KW	480 Minutes	40.0 KW	334 Minutes	52.8 KW	252 Minutes		

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Los Angeles Police Department

CIVILIAN EMPLOYMENT APPLICATION

AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Instructions: Type or print legibly with ink. Answer all applicable questions. This information must be accurate. It is used as a basis for a detailed investigation of your background.

Date		Position Filed For				Assignment	
Legal Name: Last				First		Middle	
By what other names have you been known (Maiden, Nickname or Alias)					Date of Birth		Place of Birth
Sex	Hair	Eyes	Height	Weight	Age	Driver's License Number	State
Current Residence Address (Number, Street, Apt. #)						City	State
						Zip Code	Residence Phone
Previous Residences: Addresses where you have lived for the past 10 years. Account for the entire period with most recent address first. Do not list present address. During military service, list non-base address other than government quarters. Attach additional sheet if necessary.							
Month/Year: From and To		Complete Address (Number, Street, Apt. #, City and State)					
1. —							
2. —							
3. —							
4. —							
5. —							
6. —							
7. —							
8. —							
9. —							
<input type="checkbox"/> YES <input type="checkbox"/> NO		Prior to the past ten years, have you ever lived outside the County of Los Angeles? If YES, please list dates and the City and State below.					
Month/Year: From and To		City and State (If a foreign country, list country.)					
1. —							
2. —							
3. —							
4. —							

EMPLOYMENT HISTORY

1	<input type="checkbox"/> YES <input type="checkbox"/> NO	Are you legally authorized for permanent employment in the United States? If NO, explain fully below.
2	<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever worked for the Los Angeles Police Department? If YES, list dates of employment, and old serial number _____, and why you left.
3	<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever worked for any other Los Angeles City Department? If YES, list Departments, dates of employment and why you left.
4	<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever applied for a position with this or another law enforcement agency? If YES, indicate position and agency.
5	<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever served in the Armed Forces? If YES, please complete below. If discharge was other than honorable, please explain.

1a

2a

3a

4a

5a	Dates of Enlistment	Branch	Unit	Rank	Type of Discharge
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List work history for the past ten years, in chronological order, beginning with your current employer. Include part-time jobs, military service, periods of unemployment and periods attending schools. Be specific on the reasons you left past employers.

Do you object to our contacting your present employer prior to your being accepted? YES NO

From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary

EMPLOYMENT HISTORY *continued*

From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary
From: Date	Name of Employer	Job Title	Reason Left
To: Date	Address and Phone # of Employer	Description of Duties	Salary

Explain fully all reasons for terminations or resignation in lieu of termination from any positions listed above.

ADDITIONAL DATA

<input type="checkbox"/> YES <input type="checkbox"/> NO	Either as an adult or a juvenile, have you ever been detained for a criminal investigation, named as a suspect in a police report, held on suspicion, or questioned by the police, even as a victim or witness? If YES, please specify below.

<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever tried, used, tasted, ingested, inhaled, injected, sniffed, smoked, swallowed, had any experimentation whatsoever, or pretended to use any drug or narcotic, regardless of the amount? If YES, please list dates and explain circumstances below.		
Date of Incident	Location of Incident	Drug/Narcotic Used	Number Times Used & Circumstances
1.			
2.			
3.			
4.			
5.			
6.			

ADDITIONAL DATA continued

<input type="checkbox"/> YES <input type="checkbox"/> NO	Either as an adult or juvenile, have you ever been arrested or charged with a criminal act, even if the charges were dismissed, dropped, reduced, or expunged? If YES, explain fully below.

<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever been a member of a gang or associated with gang members? If YES, explain fully below.

<input type="checkbox"/> YES <input type="checkbox"/> NO	Have you ever lived with, or associated with, anyone who was involved in criminal activity, including drug use? If YES, explain fully below.

EDUCATIONAL BACKGROUND

List High School graduated from or last attended.

Name of School	City and State	Attendance Dates	Graduated?	GED
		TO	<input type="checkbox"/> YES <input type="checkbox"/> NO	

List all Colleges and Universities attended including post graduate work.

Name of School	City and State	Attendance Dates	Graduated?	Major	Degree?
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		
		TO	<input type="checkbox"/> Y <input type="checkbox"/> N		

I AM AWARE THAT ANY MISREPRESENTATIONS OR FALSIFICATIONS MADE IN CONNECTION WITH MY OBTAINING EMPLOYMENT WITH THE LOS ANGELES POLICE DEPARTMENT WILL BE GROUNDS FOR REJECTION OR DISMISSAL. I AM AWARE THAT I WILL BE FINGERPRINTED UPON EMPLOYMENT AND THOSE FINGERPRINTS WILL BE DISTRIBUTED TO L.A. CITY, STATE, AND FEDERAL AGENCIES FOR INVESTIGATION.

Signature of Applicant _____ Date _____